

- 2.11 The appointments by such Selling Shareholder by the Power of Attorney are irrevocable; the obligations of the Selling Shareholder under this Agreement shall not be terminated by operation of law, whether by the death or incapacity of any individual Selling Shareholder or, in the case of an estate or trust, by the death or incapacity of any executor or trustee or the termination of such estate or trust, or in the case of a partnership or company, by the dissolution of such partnership or corporation, or by the occurrence of any other event; if any individual Selling Shareholder or any such executor or trustee should die or become incapacitated, or if any such estate or trust should be terminated, or if any such partnership or company should be dissolved, or if any other such event should occur, before delivery of the Sale Shares hereunder, title to the Sale Shares and (for any Sale Shares in certificated form) certificates representing the Sale Shares will be delivered by or on behalf of the Selling Shareholders in accordance with the terms and conditions of this Agreement; and actions taken by the Attorney pursuant to the Powers of Attorney will be as valid as if such death, incapacity, termination, dissolution or other event had not occurred, regardless of whether or not the Attorneys, or any of them, shall have received notice of such death, incapacity, termination, dissolution or other event.

3. PROSPECTUS

- 3.1 All information furnished by or on behalf of the Selling Shareholder for use in the Prospectus is true, complete, accurate and not misleading and no information has been omitted from such information which might make such information untrue, incomplete, inaccurate or misleading.
- 3.2 At the date of the Underwriting Agreement the Prospectus does not, and will not, contain any untrue statement of a material fact in respect of the Selling Shareholder or omit to state any material fact in respect of the Selling Shareholder required to be stated in the Prospectus or necessary to make the statements in the Prospectuses in respect of the Selling Shareholders, in the light of the circumstances under which they were made, not misleading.
- 3.3 The Selling Shareholder is not aware of any reason why the Company could not properly give any of the Exit Warranties given by it.

Part B
Registration Rights

1. Following the US Listing, holders of Retained Shares shall comply with the rules of the Securities and Exchange Commission ("SEC") in relation to such Retained Shares.
2. At any time following the expiration of the Lock-Up Period, upon the written request of either (i) Original Investors holding Retained Shares or (ii) Additional Investors who either alone or in aggregate hold 10% of the issued equity share capital of the Company (the "Requesting Holder"), the Requesting Holder may request (each such request, a "Demand Registration") that the Company at the Requesting Holder's option either:
 - (i) effect the registration under the Securities Act of all or part of the Lock-Up Shares held by such Requesting Holder or
 - (ii) effect the registration of all or any such Requesting Holder's Lock-Up Shares by filing a registration statement which provides for the sale by the Requesting Holder of its Retained Shares from time to time on a delayed or continuous basis.
3. For each request, the Company will use its reasonable best efforts to effect the registration under the Securities Act of such Retained Shares and all other Retained Shares to be registered in accordance with paragraph 4.
4. Upon receipt of a Demand Registration by a Requesting Holder, subject to the terms and conditions of the Registration Rights Agreement, the Company will as soon as possible but not later than three Business Days after the receipt of such notice, give written notice to all the Holders of Retained Shares that a Demand Registration has been received. Each such other Holder may request, by delivery of written notice to the Company, that the Company also register its registrable securities on a pro rata basis.
5. Priority in Requested Registrations.

If a Demand Registration involves an underwritten offering and the managing underwriter advises the Company, and the Retained Shareholders that in its opinion the number of securities to be included in such registration by such holders exceeds the maximum number of securities that can be sold without a reasonable expectation of an adverse effect on such offering, the Company shall reduce such registration on a pro-rata basis.
6. The Company shall not be obligated to effect more than (i) two Demand Registrations per year from Original Investors and (ii) one Demand Registration per year from any Additional Investors pursuant to paragraph 2 above.
7. The Company shall not be required to effect any more than one Demand Registration in a four-month period.
8. The Company will pay all fees and expenses in connection with the Demand Registrations.

9. **Registration Procedures** - the Company is required to use its reasonable best efforts to effect or cause the registration of any registrable securities under the Securities Act as provided in the Registration Rights Agreement and make all necessary filings thereto.

SCHEDULE 9
AGREED FORM DEEDS OF ADHERENCE

Part A
Agreed Form Managers Deed of Adherence

DEED OF ADHERENCE

THIS DEED OF ADHERENCE is made on 20[]

BY:

[insert name of New Shareholder] of [insert address of New Shareholder] (the "New Shareholder") in favour of the persons whose names are set out in the schedule to this deed and is supplemental to the Shareholders' Agreement dated 16 October 2003 (as amended or as amended and restated from time to time) between (1) the Company, (2) SPCCo, (3) Midco (4) Bidco (5) the Managers, (6) the Original Investors, (7) Andy Sukawaty and (8) the Target (the "Agreement").

All the capitalised terms used in this deed shall have the same meaning as in the Agreement, unless otherwise provided.

THE NEW SHAREHOLDER UNDERTAKES AS FOLLOWS:

- (1) The New Shareholder confirms that [☐] "A" Ordinary Shares have been validly transferred to him by a Manager/he has subscribed for [☐] "A" Ordinary Shares" in accordance with the Agreement, save for the execution of this deed, (ii) he has read a copy of the Agreement and (iii) he covenants with each person named in the schedule to this deed to be bound by all those provisions of the Agreement (other than clauses 1, 2, 3 and 4) expressed to be binding on each of the Managers, as if he had been named therein as a Manager.
- (2) The New Shareholder shall:
 - (a) be entitled to all the benefits of the Agreement, as if he had been named therein as a party; and
 - (b) be entitled to all the benefits of the Agreement expressed to be in favour of each of the Managers, as if he had been named therein as a Manager.
- (3) The address and telefax number designated by the New Shareholders for the purposes of clause 18 of the Agreement are:

Address: [•]

Fax: [•]

* DELETE AS APPROPRIATE

For the attention of : [•]

- (4) This deed may be executed in any number of counterparts with the same effect as if the signature to each such counterpart were upon the same instrument.
- (5) This deed is governed by English law and the provisions of clause 19.2 to 19.4 of the Agreement shall apply mutatis mutandis to this deed.

IN WITNESS whereof this deed has been executed by the New Shareholder and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by

.....

[Insert Name]

..... Name

..... Address

.....

.....

.....

..... Witness Signature

..... Name of Witness

..... Occupation

..... Address

.....

Michael Storey

Ramin Khadem

Michael Butler

Gene Jilg

Alan Auckenthaler

Richard Denny

Alison Horrocks

Paul Griffith

Debbie Jones

Perry Melton

Permira Europe III Nominees Limited (as
nominees for Permira Europe III L.P.1)

Permira Europe III Nominees Limited (as
nominees for Permira Europe III L.P. 2)

Permira Investment Limited

Apax Europe V-A, L.P.

Apax Europe V-B, L.P.

Apax Europe C-C, GmbH & Co. KG.

Apax Europe V-D, L.P.

Apax Europe V-E, L.P.

Apax Europe V-F, C.V.

Apax Europe V-G, C.V.

Apax Europe V-1, L.P.

Apax Europe V-2, L.P.

[Insert names of all New Shareholders who are
entered in the register of members at the time
of execution of this deed]

Part B
Agreed Form Additional Investors Deed of Adherence

DEED OF ADHERENCE

THIS DEED OF ADHERENCE is made on 20[]

BY:

[insert name of New Shareholder] of [insert address of New Shareholder] (the "New Shareholder") in favour of the persons whose names are set out in the schedule to this deed and is supplemental to the Shareholders' Agreement dated 16 October 2003 (as amended or as amended and restated from time to time) between (1) the Company, (2) SPCCo, (3) Midco (4) Bidco (5) the Managers, (6) the Original Investors, (7) Andy Sukawaty and (8) the Target (the "Agreement").

All the capitalised terms used in this deed shall have the same meaning as in the Agreement, unless otherwise provided.

THE NEW SHAREHOLDER UNDERTAKES AS FOLLOWS:

- (1) The New Shareholder confirms that (i) [[] "B" Ordinary Shares have been validly transferred to him by an Original Investor/he has subscribed for [] "B" Ordinary Shares]* in accordance with the Agreement, save for the execution of this deed (ii) he has read a copy of the Agreement and (iii) he covenants with each person named in the schedule to this deed to be bound by all those provisions of the Agreement (other than clauses 1, 2, 3 and, for adhering Warrantholders, 19.4) expressed to be binding on each of the Original Investors, as if he had been named therein as an Original Investor.
- (2) The New Shareholder shall:
 - (a) be entitled to all the benefits of the Agreement, as if he had been named herein as a party; and
 - (b) be entitled to all the benefits of the Agreement expressed to be in favour of the Original Investors, as if he had been named therein as an Original Investor.
- (3) The address and telefax number designated by the New Shareholder for the purposes of clause 18 of the Agreement are:

Address : [.]

Fax : [.]

* DELETE AS APPROPRIATE

For the attention of : [•]

- (4) This deed may be executed in any number of counterparts with the same effect as if the signature to each such counterpart were upon the same instrument.
- (5) This deed is governed by English law and the provisions of clauses 19.2, 19.3 and, save for adhering Warrantholders, 19.4 of the Agreement shall apply mutatis mutandis to this deed.

IN WITNESS whereof this deed has been executed by the New Shareholder and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by

.....
[Insert Name]

..... Director

..... Director/Secretary

Michael Storey

Ramin Khadem

Michael Butler

Gene Jilg

Alan Auckenthaler

Richard Denny

Alison Horrocks

Paul Griffith

Debbie Jones

Perry Melton

Permira Europe III Nominees Limited (as
nominees for Permira Europe III L.P.1)

Permira Europe III Nominees Limited (as
nominees for Permira Europe III L.P. 2)

Permira Investment Limited

Apax Europe V-A, L.P.

Apax Europe V-B, L.P.

Apax Europe C-C, GmbH & Co. KG.

Apax Europe V-D, L.P.

Apax Europe V-E, L.P.

Apax Europe V-F, C.V.

Apax Europe V-G, C.V.

Apax Europe V-1, L.P.

Apax Europe V-2, L.P.

[Insert names of all New Shareholders who are
entered in the register of members at the time
this deed is executed]

Part C
Agreed Form Original Investors Deed of Adherence

DEED OF ADHERENCE

THIS DEED OF ADHERENCE is made on 20[]

BY:

[*insert name of New Shareholder*] of [*insert address of New Shareholder*] (the "New Shareholder") in favour of the persons whose names are set out in the schedule to this deed and is supplemental to the Shareholders' Agreement dated 16 October 2003 (as amended or as amended and restated from time to time) between (1) the Company, (2) SPCCo, (3) Midco (4) Bidco (5) the Managers, (6) the Original Investors, (7) Andy Sukawaty and (8) the Target (the "Agreement").

All the capitalised terms used in this deed shall have the same meaning as in the Agreement, unless otherwise provided.

THE NEW SHAREHOLDER UNDERTAKES AS FOLLOWS:

- (1) The New Shareholder confirms that (i) [☐] "B" Ordinary Shares have been validly transferred to him by an Additional Investor Shareholder in accordance with the Agreement/ he has subscribed for [☐] "B" Ordinary Shares], save for the execution of this deed, (ii) he has read a copy of the Agreement and (iii) he covenants with each person named in the schedule to this deed to be bound by all those provisions of the Agreement (other than clauses 1, 2 and 3) expressed to be binding on each of the Additional Investor Shareholders, as if he had been named therein as an Additional Investor Shareholder. Without prejudice to any antecedent liability of the Additional Investor Shareholder, the New Shareholder shall not be bound by any obligation expressed to be binding on an Additional Investor Shareholder under the Agreement, the time for performance of which has passed before the date of the transfer referred to in (i) above.
- (2) The New Shareholder shall:
 - (a) be entitled to all the benefits of the Agreement, as if he had been named therein as a party; and
 - (b) be entitled to all the benefits of the Agreement expressed to be in favour of the Additional Investor Shareholder, as if he had been named therein as an Additional Investor Shareholder.
- (3) The address and telefax number designated by the New Shareholder for the purposes of clause 18 of the Agreement are:

* DELETE AS APPROPRIATE

Address : [•]

Fax : [•]

For the attention of : [•]

- (4) This deed may be executed in any number of counterparts with the same effect as if the signature to each such counterpart were upon the same instrument.
- (5) This deed is governed by English law and the provisions of clauses 19.2 to 19.4 of the Agreement shall apply mutatis mutandis to this deed.

IN WITNESS whereof this deed has been executed by the New Shareholder and is intended to be and is hereby delivered on the date first above written.

*** DELETE AS APPROPRIATE**

EXECUTED as a deed by

.....
[Insert Name]

..... Director

..... Director/Secretary

Michael Storey

Ramin Khadem

Michael Butler

Gene Jilg

Alan Auckenthaler

Richard Denny

Alison Horrocks

Paul Griffith

Debbie Jones

Perry Melton

Permira Europe III Nominees Limited (as
nominees for Permira Europe III L.P.1)

Permira Europe III Nominees Limited (as
nominees for Permira Europe III L.P. 2)

Permira Investment Limited

Apax Europe V-A, L.P.

Apax Europe V-B, L.P.

Apax Europe C-C, GmbH & Co. KG.

Apax Europe V-D, L.P.

Apax Europe V-E, L.P.

Apax Europe V-F, C.V.

Apax Europe V-G, C.V.

Apax Europe V-1, L.P.

Apax Europe V-2, L.P.

[Insert names of all new Shareholders who are
entered in the register of members at the time
of execution of this deed]

EXECUTED by the parties:

THE COMPANY

Signed by)
for and on behalf of)
DUCHESSGROVE LIMITED)

SPCCO

Signed by)
for and on behalf of)
LAVENDerview LIMITED)

MIDCO)

Signed by)
for and on behalf of)
GRAPEDRIVE LIMITED)

BIDCO

Signed by)
for and on behalf of)
GRAPECLOSE LIMITED)

THE MANAGERS

Signed by)
MICHAEL STOREY)

Signed by)
RAMIN KHADEM)

Signed by)
MICHAEL BUTLER)

Signed by)
GENE JILG)

Signed by)
ALAN AUCKENTHALER)

Signed by)
RICHARD DENNY)

Signed by)
ALISON HORROCKS)

Signed by)
PAUL GRIFFITH)
Signed by)
DEBBIE JONES)

Signed by)
PERRY MELTON)

THE PERMIRA INVESTORS

Signed by)
for and on behalf of)
PERMIRA EUROPE III L.P.1)
acting by its General Partner Permira Europe)
II G.P. L.P. acting by its General Partner)
Permira Europe III G.P. Limited)

Signed by)
for and on behalf of)
PERMIRA EUROPE III L.P.2)
acting by its General Partner Permira Europe I G.P.)
L.P. acting by its General Partner Permira Europe)
III G.P. Limited)

Signed by)
for and on behalf of)
PERMIRA EUROPE III GmbH & Co. KG)
acting by its General Partner Permira Europe)
III G.P. L.P. acting by its managing limited)
partner Permira Europe III G.P. Limited)

Signed by)
for and on behalf of)
PERMIRA EUROPE III CO-INVESTMENT)
SCHEME acting by its Administrator Permira)
Europe III G.P. Limited)

Signed by)
for and on behalf of)
PERMIRA INVESTMENTS LIMITED)
Acting by its nominee Permira Nominees Limited)

THE APAX INVESTORS

Signed by)
for and on behalf of)
APAX EUROPE V-A, L.P. acting by its)
discretionary Investment manager **APAX PARTNERS**)
PARTNERS EUROPE MANAGERS LTD)

Signed by)
for and on behalf of)
APAX EUROPE V-B, L.P. acting by its)
discretionary investment manager **APAX PARTNERS**)
EUROPE MANAGERS LTD)

Signed by)
for and on behalf of)
APAX EUROPE V-C GmbH & Co K.G acting by)
its discretionary investment manager **APAX**)
PARTNERS EUROPE MANAGERS LTD)

Signed by)
for and on behalf of)
PAX EUROPE V-D, L.P. acting by its discretionary)
investment manager **APAX PARTNERS EUROPE**)
MANAGERS LTD)

Signed by)
for and on behalf of)
APAX EUROPE V-E, L.P. acting by its)
Discretionary investment manager **APAX**)

PARTNERS EUROPE MANAGERS LTD)

Signed by)
for and on behalf of)
APAX EUROPE V-F, C.V. acting by its)
discretionary investment manager APAX)
PARTNERS EUROPE MANAGERS LTD)

Signed by)
for and on behalf of)
APAX EUROPE V-G, C.V. acting by its)
discretionary investment manager APAX)
PARTNERS EUROPE MANAGERS LTD)

Signed by)
for and on behalf of)
APAX EUROPE V-1, L.P. acting by its)
discretionary investment manager APAX)
PARTNERS EUROPE MANAGERS LTD)

Signed by)
for and on behalf of)
APAX EUROPE V-2, L.P. acting by its)
discretionary investment manager APAX)
PARTNERS EUROPE MANAGERS LTD)

THE TARGET

INMARSAT VENTURES PLC)
Signed by)

Attachment F

**Articles of Association
Of Inmarsat Group Holdings Limited**

ADOPTED ON 16 DECEMBER 2003

INMARSAT GROUP HOLDINGS LIMITED

(FORMERLY DUCHESSGROVE LIMITED)

ARTICLES OF ASSOCIATION

(AS AMENDED BY SPECIAL RESOLUTION ON 9 FEBRUARY 2004)

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THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF INMARSAT GROUP HOLDINGS LIMITED

Adopted by Special Resolution passed on 16 December 2003 and amended by Special Resolution on 9 February 2004

DEFINITIONS

1. DEFINITIONS

When used in these Articles:

"Act" means the Companies Act 1985 including any statutory modification or re-enactment of that Act for the time being in force;

"address" means, in relation to electronic communications, any number or address used for the purposes of such communications;

"Affiliate" means, in relation to a first person, a second person who controls, is controlled by or under common control with, the first person and for these purposes "control" shall mean, in relation to an undertaking, the ability for the time being, whether directly or indirectly through contract or otherwise, to control:

- (i) 50% or more of the voting rights exercisable at general meetings of the members of that undertaking on all, or substantially all, matters;
- (ii) the right to appoint or remove directors having 50% or more of the voting rights exercisable at meetings of the board of directors of that undertaking on all, or substantially all, matters;
- (iii) all, or substantially all business decisions of that undertaking; or
- (iv) in respect of a Fund, the management of that Fund whether on a discretionary or non-discretionary basis;

any undertaking which is controlled by another undertaking shall be deemed to be controlled by further undertakings which control the controlling undertaking and in respect of a Shareholder which holds any shares in the Company by or on behalf of a Fund shall include:-

- (a) any group undertaking of that Shareholder;
- (b) any general partner, limited partner or operator or manager of that Shareholder or of any group undertaking of that Shareholder;
- (c) any Co-Investment Scheme of that Shareholder.

"Additional Investor Director" means a director appointed by an Additional Investor Shareholder in accordance with Article 12.5;

"Additional Investor Shareholder" means a holder of "B" Ordinary Shares from time to time who, for the avoidance of doubt, is not an Original Investor or Manager;

"A" Ordinary Shares means the Ordinary Shares of EUR 0.01 each in the Company:

- (a) originally issued to either (i) the Managers, (ii) any person who is a director or employee of the Group, or (iii) a party that would be a Permitted Transferee of such persons, or
- (b) transferred to a Permitted Transferee;

"Apax Investor Newco" means a corporate entity or limited partnership controlled by the Apax Original Investors and incorporated for the purposes of holding shares in the Company or Subordinated Preference Certificates;

"Apax Original Investors" means (i) certain Funds advised by Apax Partners Worldwide LLP (or any Affiliate thereof) who are shareholders of the Company on or around the date of adoption of these Articles, (ii) an Apax Investor Newco and (iii) any persons to whom shares are transferred in accordance with Article 7.1 (d) to (h) by any Apax Original Investor;

"Articles" means these articles of association of the Company from time to time;

"A" Shareholder means a holder of "A" Ordinary Shares;

"BidCo" means Grapeclose Limited (registered in England under no. 4886096) whose registered office is at 10 Upper Bank Street, London E14 5JJ;

"Board" means the board of directors of the Company from time to time;

"B" Ordinary Shares means the issued Ordinary Shares other than the "A" Ordinary Shares;

"Bridge Facility Finance Document" has the meaning ascribed thereto in the Senior Facility Agreement;

"B" Shareholder means a holder of "B" Ordinary Shares;

"Business Day" means a day (excluding Saturdays, Sundays and UK public holidays) on which banks in London are generally open for business;

"Cash Exit Share Price" has the meaning set out in Article 11;

"Cash Total Fund Return" means:

- (i) all sums actually received in cash by the Original Investors in respect of their "B" Ordinary Shares by way of dividend and return of capital on or prior to the Relevant Date (and including the Cash Exit Share Price to

the extent received by the Original Investors in cash on the Relevant Date); plus

- (ii) any other sums received in cash by the Original Investors from the Company or any of its group undertakings in respect of the Relevant Securities (including all sums received by the Original Investors on the repayment, redemption and/or cancellation of the Subordinated Preference Certificates) on or prior to the Relevant Date; plus
- (iii) in the case of any Transfer(s) by the Original Investors of Relevant Securities at any time after the first anniversary of the Completion Date (other than (i) a Transfer pursuant to Articles 7.1(d) to (h) (inclusive) or (ii) a Transfer as part of a Sale), an amount equal to the cash consideration received by the Original Investors in connection with such Transfer(s); less
- (iv) all costs and expenses incurred and paid and not recovered by the Original Investors in connection with the Sale, Listing or Winding-Up (including legal fees, commissions, transfer costs and any other third party fees and expenses);

For the avoidance of doubt, Cash Total Fund Return shall exclude any fees payable to the Original Investor Director or the Original Investors in accordance with clause 10 of the Shareholders Agreement;

"clear days" in relation to the period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"Co-Investment Scheme" means a scheme under which officers, employees or partners of an Original Investor (or any person to whom shares may be transferred in accordance with Article 7.1 (d) to (h)) or its adviser or manager are entitled (as individuals or through a body corporate or any other vehicle) to acquire shares in the Company;

"communication" has the same meaning as in the Electronic Communications Act 2000;

"Completion Date" means the date of adoption of these Articles of Association;

"Consideration" means the consideration to be paid or issued by BidCo and SPCCo to the holders of Scheme Shares pursuant to the Scheme;

"Court" means the High Court of Justice in England and Wales;

"Court Hearing" means the hearing by the Court of the petition to sanction the Scheme under s.425 of the Act and to confirm the reduction of capital provided for by the Scheme under s.137 of the Act;

"Court Meeting" means the meeting of the holders of Scheme Shares convened by direction of the Court pursuant to s.425 of the Act for the purpose of considering the Scheme (or any adjournment thereof);

"Effective Date" means either (i) the day on which an office copy of the Order is filed with the Registrar of Companies in England and Wales or (ii) the day that a Subsequent Offer becomes unconditional in all respects;

"electronic communication" has the same meaning as in the Electronic Communications Act 2000;

"equity securities" means equity securities as defined in section 94 of the Act;

"Exit" means a Sale or Listing;

"Finance Documents" means the Senior Facility Finance Documents, the Intercreditor Agreement, the Bridge Facility Finance Documents and/or the High Yield Notes Finance Documents;

"FSMA" means the Financial Services and Markets Act 2000 as amended or its successor legislation;

"Fund" means any entity which is an investment company, investment trust, limited partnership, limited liability company or other entity or corporation the assets of which are managed professionally for investment purposes on behalf of Original Investors, shareholders (or person to whom shares may be transferred in accordance with Article 7.1 (d) to (h)), unit holders, partners, members or other participants (howsoever organised or described) and any subsidiary undertaking or parent undertaking of any of the foregoing and any Co-Investment Scheme in relation to any of the foregoing;

"Group" means the Company and its subsidiary undertakings from time to time;

"High Yield Notes Finance Documents" have the meaning ascribed thereto in the Senior Facility Agreement;

"Holder" means a registered holder of shares in the capital of the Company;

"ICTA" means Income and Corporation Taxes Act 1988 as amended;

"Independent Expert" means an umpire (acting as an expert and not as an arbitrator) nominated by the parties concerned or, in the event of disagreement as to nomination, appointed upon application of either party by the President from time to time of the Institute of Chartered Accountants in England and Wales;

"Intercreditor Agreement" has the meaning set out in the Senior Facility Agreement.

"investment company" means a company whose sole or principal object is to invest its funds wholly or mainly in "investments" as defined in part II of schedule 2 of the FSMA (or in property or in such other assets referred to in paragraph 21.6 of the Listing Rules made by the London Stock Exchange plc pursuant to s.73(2) of the